



Health Services
LOS ANGELES COUNTY

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April 20, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 5 TO AGREEMENT
NO. H-207535 WITH STEVEN HIRSCH & ASSOCIATES
FOR THE PROVISION OF INFECTION CONTROL
SURVEILLANCE AND PREVENTION SERVICES
(4th District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Acting Director of Health Services, or his designee, to sign Amendment No. 5 to Infection Control Services Agreement No. H-207535 with Steven Hirsch & Associates, substantially similar to Exhibit I, to extend the term on a month-to-month basis, effective July 1, 2006 through December 31, 2007, for a maximum obligation of \$102,465.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is approving the continuation of infection control surveillance and prevention services at Rancho Los Amigos National Rehabilitation Center (Rancho).

Agreement No. H-207535 was approved by your Board on April 30, 2002 and was subsequently amended and extended through December 31, 2004, with the understanding that Rancho would recruit and hire a County employee certified to perform such services effective January 1, 2005. Rancho hired an Infection Control Program Manager, effective November 1, 2004, who required additional practical experience before becoming certified to perform the requirements of the job. The employee went out on medical leave, returned to work in March of this year and is expected to be out again later this year. The employee requires at least another year of training before being able to meet the two-year period necessary to qualify for certification before assuming full responsibility for this role. Adequate staff is needed and must be present on-site at Rancho to develop, implement and evaluate the Infection Control program and comply with new Joint Commission on Accreditation of Healthcare Organizations (JCAHO) standards, which became effective on January 1, 2005. To ensure the Department (DHS) is able to maintain Infection Control Program services required by State regulations and JCAHO, DHS is requesting approval of this extension.

DHS is also requesting that compensation for the Contractor be increased by 5%, effective January 1, 2007 through December 31, 2007. The Contractor is unwilling to extend the Agreement without an increase. Due to the contractor's expertise and experience at Rancho, minimal supervision is required which reduces internal costs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The actions meet the County's Strategic Plan Goal of Service Excellence by promoting best practice in patient care.

FISCAL IMPACT/FINANCING

The maximum cost of Amendment No. 5 to Agreement No. H-207535 for the period July 1, 2006 through December 31, 2006 is \$33,053, based on the hourly rate of \$61.21. For the period January 1, 2007 through December 31, 2007, the maximum obligation is \$69,412, based on the hourly rate of \$64.27, reflecting the 5% increase, for a total maximum obligation of \$102,465 for the extension period effective July 1, 2006 through December 31, 2007.

Funding is included in DHS' Fiscal Year 2006-07 Proposed Budget, and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

An Infection Control surveillance and protection services program is mandated by Title 22 of the California Code of Regulations and by JCAHO. Such program must be managed by one or more individuals who have successfully completed a course of study in Infection Control and are certified to perform such services. The major services provided by the Infection Control contractor include infection surveillance for all hospital acquired infections, observation and instruction on hospital staff compliance with infection control policies and procedures, and infection control program planning, implementation and evaluation.

At this time, the employee hired by Rancho to perform these services is not certified. Infection control covers a broad spectrum of regulations from health, construction, occupational health, and sterilization regulatory agencies. Mentoring by an experienced infection control practitioner, such as by the current Contractor, is a part of the qualification process. Two years experience in the infection control field is a minimum requirement before taking the infection control practitioner certification examination. If the training and certification of the current employee is ultimately unsuccessful, and there is a need to continue to contract for this service, the Department will evaluate the need to conduct a competitive bid process.

This Agreement was approved by the Board on April 30, 2002 for a 14-month term ending June 30, 2003, and subsequently amended to revise certain terms and conditions and extend the Agreement through December 31, 2004.

The Honorable Board of Supervisors
April 20, 2006
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On December 14, 2004, the Board approved Amendment No. 4 which extended the term of the Agreement through June 30, 2006 and revised the reimbursement from a monthly rate to an hourly rate, limited to a maximum of 90 hours per month. This flexibility has allowed Rancho to reduce usage when possible.

Amendment No. 5 has been approved as to form by County Counsel.

Attachment A provides additional information.

CONTRACTING PROCESS:

This is an Amendment to a sole source agreement, therefore, the services were not advertised on the Countywide Website as a business opportunity.

IMPACT ON SERVICES (OR PROJECTS):

Upon approval, Infection Control services will continue uninterrupted at Rancho as required by JCAHO and State licensing requirements.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Acting Director and Chief Medical Officer

BAC:amb
BLCD4212.AMB.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Infection Control Surveillance and Prevention Services

2. AGENCY ADDRESS AND CONTACT PERSON:

Steven R. Hirsch, President
Steven Hirsch & Associates
Centennial Plaza
18837 Brookhurst Street, Suite 209
Fountain Valley, CA 92708-7302
Telephone: (714) 965-2800
Fax: (714) 962-3800
E-Mail: stevenhirsch@shassociates.com

3. TERM:

Amendment No. 5 to Agreement No. H-207535 will extend the term on a month-to-month basis for a maximum of 18 months through December 31, 2007.

4. FINANCIAL INFORMATION:

The maximum cost of Amendment No. 5 to Agreement No. H-207535 for the period July 1, 2006 through December 31, 2006 is \$33,053, based on the hourly rate of \$61.21. For the period January 1, 2007 through December 31, 2007, the maximum obligation is \$69,412, based on the hourly rate of \$64.27, reflecting the 5% increase, for a cost of \$102,465.

Funding is included in the Department of Health Services' Fiscal Year 2006-07 Proposed Budget and will be requested in future fiscal years.

5. APPROVALS:

Rancho Los Amigos National Rehabilitation Center:	Valerie Orange, CEO
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Sharon A. Reichman, Principal Deputy

INFECTION CONTROL SERVICES AGREEMENT

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

STEVEN HIRSCH & ASSOCIATES
(hereafter "Contractor").

WHEREAS, the parties have entered into a certain document
entitled "Infection Control Services Agreement", dated
April 30, 2002 and further identified as County Agreement No. H-
207535 and amendments thereto (all hereafter referred to as
"Agreement"); and

WHEREAS, the parties wish to amend Agreement to extend the
term and revise certain provisions under said Agreement; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. The provisions of this Amendment shall become effective
July 1, 2006.
2. Agreement Paragraph 1, TERM, shall be revised to read as
follows:

"1. TERM: The term of this Agreement shall commence on April 30, 2002 and shall continue on a month-to-month basis with an expiration of no later than December 31, 2007, unless sooner canceled or terminated as provided herein."

3. Exhibit B-4, BILLING AND PAYMENT, attached hereto and incorporated herein by reference, shall be added to Agreement, and shall be effective for services provided on or after July 1, 2006.

4. Agreement Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be revised to read as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County for Contractor performance under this Agreement for the period effective July 1, 2006 through December 31, 2006 shall not exceed Thirty Three Thousand and Fifty-Three Dollars (\$33,053), based on the hourly rate of \$61.21.

The maximum obligation of County for Contractor performance under this Agreement for the period January 1, 2007 through December 31, 2007 shall not exceed Sixty Nine Thousand Four Hundred Twelve Dollars (\$69,412), based on the hourly rate of \$64.27."

5. Paragraph 43, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the body of the Agreement shall be revised as follows:

"43. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of an agreement with County or a nonprofit corporation created

by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if

so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County, may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

- 1) elimination of the grounds for which the debarment was imposed;
- 2) a bona fide change in ownership or management;
- 3) material evidence discovered after

debarment was imposed; or 4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors.

The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors or subconsultants of County Contractors."

6. Paragraph 50, ASSIGNMENT AND DELEGATION, be added to the body of the Agreement as follows:

"50. ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority

control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Acting Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Acting Director and Chief
Medical Officer

STEVEN HIRSCH & ASSOCIATES
Contractor

By _____

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMENDINFC:amb
03/31/06

BILLING AND PAYMENT

A. Subject to body of this Agreement, County shall compensate Contractor as set forth in this Exhibit. County's maximum obligation under this Agreement may not exceed the Board approved amount, regardless of amounts billed, unless the Agreement is amended by County's Board of Supervisors to provide a higher maximum obligation.

B. Compensation to Contractor for the provision of Infection Control Services during the period July 1, 2006 through December 31, 2006, shall be based on the hourly rate of \$61.21, and during the period January 1, 2007 through December 31, 2007, the hourly rate shall be \$64.27, pro-rated for each quarterly portion thereof. Contractor agrees to provide such time as is necessary to perform the services required under this Agreement, up to a maximum of ninety (90) hours per month. All such service hours shall be performed on-site at Rancho Los Amigos National Rehabilitation Center.

C. Contractor shall maintain for County a record of all time allocated to this project.

D. County shall pay Contractor within thirty (30) calendar days following receipt of an accurate and complete invoice. Such invoice shall, at a minimum, include each date on which services were provided, the number of hours or quarterly portion thereof rounded up to the nearest quarter hour, provided on each date and the name of the individual or individual providing the service.

E. County's Billing Address is:

Rancho Los Amigos National Rehabilitation Center

7601 E. Imperial Highway

Downey, CA 90242

Attention: Expenditure Management